

**AMENDMENT NO. 1**  
**to the**  
**INTERCONNECTION AGREEMENT**  
**between**  
**VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE**  
**and**  
**ADELPHIA BUSINESS SOLUTIONS**  
**F/K/A HYPERION COMMUNICATIONS OF MAINE, INC.**

This Amendment No. 1 (this "Amendment") is made this 13th day of March 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Maine, a New York corporation ("Verizon"), and Adelphia Business Solutions f/k/a Hyperion Communications of Maine, Inc., a Delaware corporation ("Adelphia"). (Verizon and Adelphia may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".)

**WITNESSETH:**

WHEREAS, Verizon and Adelphia are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated January 15, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by Applicable Law.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the

Interconnection Agreement is amended hereby as follows:

(A) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(B) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a “Combination”) only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Adelphia, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the “Combo Requirements”). Verizon shall make the Combo Requirements publicly available in an electronic form.

(B) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Adelphia on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Adelphia, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a “Verizon UNE Tariff”). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Adelphia, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon’s provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering,

provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Adelphia, and Adelphia shall not request from Verizon, access to a proprietary advanced intelligent network service.

(C) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(D) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Network Interface Device” and “NID” as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon’s network.

(E) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(B) of this Amendment, Verizon shall provide access to Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Combinations the “Rates”). Certain of these Rates are set forth in Exhibit A, which Rates Verizon shall charge Adelphia and Adelphia agrees to pay to Verizon. Adelphia acknowledges, however, that certain Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing the Rates not included in Exhibit A as of the Effective Date, Verizon shall notify Adelphia in writing of such Rates in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill Adelphia, and Adelphia shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rates. Any notice provided by Verizon to Adelphia pursuant to this Section 1(E) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Adelphia and thereafter. Exhibit A may also include, for illustrative purposes only, rates and/or rate structures, as of the date hereof, for certain other unbundled Network Elements and/or combination of Network Elements that Adelphia may order after (but, for the avoidance of any doubt, not before) the Parties execute another amendment to the Interconnection Agreement (or execute a new interconnection agreement, as the case may be) setting forth terms and conditions for provision of such other unbundled Network Elements and/or combinations of Network

Elements; provided, however, that in such case, the rates and/or rates structures for such other unbundled Network Elements and/or combinations shall be Verizon's applicable rates and/or rate structures therefor as in effect from time to time.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

ADELPHIA BUSINESS SOLUTIONS  
F/K/A HYPERION COMMUNICATIONS  
OF MAINE, INC.

VERIZON NEW ENGLAND INC., D/B/A  
VERIZON MAINE

By:\_\_\_\_\_

By: \_\_\_\_\_

Printed:\_\_\_\_\_

Printed: Steven J. Pitterle

Title:\_\_\_\_\_

Title: Director - Negotiations  
Network Services

**EXHIBIT A**

**VERIZON MAINE**

**(a) Recurring Charges**

Service or Element Description:	Recurring Charges
EEL Combinations	
<u>Rates and Charges-Recurring</u>	
EEL Test Charge	
2 Wire Analog per loop	
2 Wire Digital per loop	\$0.19*
4 Wire Analog per loop	\$0.46*
4 Wire Digital (56 KD) per loop	\$0.54*
DS1 (1.5 mb) per loop	\$0.58*
DS3 (45 mb) per loop	\$7.64*
	\$5.52*
VG/DS0 EEL Mileage (Recurring)	
Inter-Office Mileage	
1. Fixed	
2. Per Mile Charge	\$8.67*
	\$ .01*

**(b) Non-Recurring Charges**

Service or Element Description:	New Service
EEL	
EEL VG/DSO Mileage (Recurring)	TBD
Inter-Office Mileage	
1. Fixed	

2. Per Mile Charge	TBD TBD
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